

Panaji, 21st May, 2015 (Vaisakha 31, 1937)

SERIES II No. 8

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

**Note:-** There is one Extraordinary issue to the Official Gazette, Series II No.7 dated 14-05-2015 namely, Extraordinary dated 18-05-2015, from pages 189 to 194 regarding Notification & Notices from Department of Elections.

### GOVERNMENT OF GOA

#### Department of Agriculture

Directorate of Agriculture

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#### Order

No. 1/4/1/2014-15/D.Agro/10

Read: Order No. 1/4/1/2014-15/D.Agro/184  
dated 7-10-2014.

Government is pleased to order the transfer of Shri Raghunath Joshi, Agriculture Officer, Group 'B', Gazetted in the Pay Band of PB-II Rs. 9,300-34,800+ Rs. 4,600/- Grade Pay as Agriculture Officer (Publication) at the headquarters w.e.f 30-03-2015, against vacant post caused due to ad hoc promotion of Shri Vithal Joshi.

By order and in the name of the Governor of Goa.

*Orlando Rodrigues*, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 23rd April, 2015.

#### Order

No. 1/4/1/2015-D.Agro/11

The deputation of the following officers presently working at Goa State Horticulture Corporation Ltd., Tonca, Caranzalem-Goa, post indicated against their names are hereby curtailed and repatriated and transferred in the post as given below with immediate effect.

Sr. Name of Officers No.		Present posting	Transferred and posted as
1	2	3	4
1. Shri Nelson Figueiredo	Managing Director	Dy. Director of Agriculture (Agron) vice Shri Satish Dev transferred.	
2. Shri Joaquim D'Souza	General Manager	Asstt. Director of Agriculture (FT), Ela, Old-Goa vice Shri Madhav Kelkar transferred.	

Consequent upon the repatriation of the above officers the transfers on deputation and posting of the officers are hereby ordered with immediate effect.

Sr. Name of Officers No.		Present posting	Transferred/ Deputation
1	2	3	4
1. Shri Larry Barreto	Dy. Director of Agri. (PP)/District Agriculture Officer, South, Margao-Goa	Goa State Horticulture Corporation Ltd., Tonca as Managing Director.	
2. Shri Satish Dev	Dy. Director of Agri. (Agron)	South District Agriculture Office, Margao as Dy. Director of Agri. (PP)/District Agriculture Officer, South, Margao.	

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1	2	3	4
3.	Shri Madhav B. Kelkar	Asstt. Director Goa State of Agri. (FT), Ela, Old-Goa	Horticulture Corporation Ltd., Tonca as General Manager vice Shri Joaquim D'Souza repatriated.

The deputation of S/Shri Larry Barreto and Madhav Kelkar is initially for a period of two years and shall be governed as per standard terms & conditions of deputation issued by the Government from time to time.

Shri Satish Dev, Dy. Director of Agri. (Agron) and Shri Madhav B. Kelkar, Asstt. Director of Agri. (FT) shall move first.

By order and in the name of the Governor of Goa.

*Orlando Rodrigues*, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 23rd April, 2014.

**Order**

No. 8/15/2014-15/D.Agro(Part)/12

- Read:1) Order No. 8/78/2013-14/D.Agro/225 dated 08-08-2013.  
 2) Order No. 8/78/2013-14/D.Agro/226 dated 08-08-2013.  
 3) Order No. 8/78/2013-14/D.Agro/227 dated 08-08-2013.  
 4) Order No. 8/15/2014-15/D.Agro/12 dated 17-04-2014.  
 5) Order No. 8/15/2014-15/D.Agro(Part)/187 dated 10-10-2014.

Government is pleased to grant extension of ad hoc promotion to the following Group 'A' & 'B' Officers of this Directorate for a further period of six months or till regularization as mentioned against their names on the same terms and conditions as indicated in the above stated Orders.

Sr. No.	Name & Designation of the Officers	Date of Extension
1	2	4
1.	Shri Larry Barreto, Dy. Director of Agriculture	08-02-2015 to 07-08-2015.
2.	Shri Sanjeev Mayekar, Asst. Director of Agriculture	08-02-2015 to 07-08-2015.

1	2	4
3.	Shri Shiwanand Wagle, Asst. Director of Agriculture	08-02-2015 to 07-08-2015.
4.	Shri Audhut Sawant, Agriculture Officer	08-02-2015 to 07-08-2015.
5.	Shri Raghunath Joshi, Agriculture Officer	08-02-2015 to 07-08-2015.
6.	Shri Naguesh Komarpant, Agriculture Officer	08-02-2015 to 07-08-2015.
7.	Shri Raghunath Morajkar, Agriculture Officer	08-02-2015 to 07-08-2015.
8.	Shri Satyawan K. Dessai, Agriculture Officer	08-02-2015 to 07-08-2015.

This is issued with due concurrence of the Goa Public Service Commission vide their below listed letters:

- 1) Letter No. Com/II/11/2(1)/2014/58 dated 13-04-2015.
- 2) Letter No. Com/II/11/2(2)/2014/57 dated 13-04-2015.
- 3) Letter No. Com/II/11/2(3)/2014/56 dated 13-04-2015.

By order and in the name of the Governor of Goa.

*Orlando Rodrigues*, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 23rd April, 2015.

**Order**

No. 3/5/EXT/34-A/2015-16/D.Agro/56

Approval of the Government is hereby conveyed for constituting a Committee "the State Accreditation Committee for certification of planting material produced through hybridization techniques by private plant nurseries".

The Committee comprises of officials as under:

1. The Coconut Development Board, Representative.
2. Indian Coastal Agricultural Research Institute, Ela, Old Goa, Representative.

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3. Dy. Director of Agriculture (Farm), Representative of Director of Agriculture.

The official at Sr. No. 1 is entitled for payment of TA/DA as per his entitlement.

This issues with the concurrence of Finance (Exp.) Department vide their U. O. No. 1400010824 dated 10-4-2015.

By order and in the name of the Governor of Goa.

*Orlando Rodrigues*, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 4th May, 2015.



Department of Labour

Notification

No. 28/1/2015-Lab/405

The following Award passed by the Industrial Tribunal and Labour Court at Panaji-Goa on 05-01-2015 in reference No. IT/61/99 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Labour).

Porvorim, 31st March, 2015.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Ms. Bimba K. Thaly, Presiding Officer)

Ref. IT/61/99

1. Mr. Orlando Da Silva.
2. Mr. P. Borkar.
3. Mr. Liutor Caz.
4. Mr. M. G. Tirodkar
5. Mr. M. G. Kanekar
6. Mr. V. V. Prabhudesai
7. Mrs. Veena Kantak
8. Mrs. Ayona D'Silva
9. Shyam Arolkar
10. Mr. A. J. D'Costa
11. Mr. Francis F. Fernandes
12. Mr. Sudhir Naik
13. Mr. Anil Govekar
14. Mr. Prandhari Sangodkar

15. Mr. Anthony Barreto
  16. Mr. R. S. Shirodkar
  17. Mr. Sandeep Priolkar
  18. Mr. J. Gomes
  19. Mr. Roque G. Furtado ... Workmen/Party I
- Mukund Building,  
2nd floor, P. O. Box 90,  
Vasco-da-Gama Goa.

V/s

M/S. Zuari Industries Limited  
Jaikisaan Bhavan,  
Zuarinagar Goa. ... Employer/Party II  
Workmen/Party I represented by Shri R. G. Furtado.  
Employer/Party II represented by Adv. Shri G. K. Sardessai.

AWARD

(Passed on this 5th day of January, 2015)

1. In exercise of powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (for short the Act) the Government of Goa vide order dated 12-7-99 bearing No. IRM/CON/SG/(13)/99/3428 has referred the following dispute for adjudication by this Tribunal.

SCHEDULE

"(1) Taking into consideration the Award of the Industrial Tribunal of Goa dated 1-7-1998 passed in terms of the Settlement dated 5-11-97 and that the Settlement dated 15-10-98, signed by M/s. Zuari Industries Limited with Zuari Agro Chemicals Limited Employees' Union, on Productivity Linked Incentive Scheme is a consequence of the above referred Settlement and Consent Award and further taking into consideration the demand of the Zuari Agro Chemicals Limited Workers' Union for the benefits of the said Scheme at enhanced rate, whether there is any discrimination made among the workmen in the said Productivity Linked Incentive Scheme for the purposes of giving benefits to such categories of workmen categorized in Group "D" as mentioned in clause (2) titled "coverage" & "Eligibility" of the Annexure to the Settlement dated 15-10-1998?

(2) If so, whether the demand of the Zuari Agro Chemicals Limited Workers Union for the benefit of the said Scheme at equal rate to all the categories of workmen i.e. "A" to "D" is legal and justified?

(3) What relief, if any, Zuari Agro Chemicals Limited Workers' Union and those workmen included in the category of Group "D" are entitled to?"

2. Upon receipt of the reference, a case was registered under No. IT/61/99 and registered AD notices were issued to both the parties. Pursuant to this Party I/workmen filed the claim statement at Exb. 3 and Party II filed the written statement at Exb. 4. Party I then filed the rejoinder at Exb. 5.

3. In the claim statement it is in short the case of Party I that till the year 1981, there was only one trade Union operating in Party II company but since the year 1981 there came into existence the second union. It is stated that the two unions in Party II are Zuari Agro Chemicals Limited Employees' Union (ZACEU, for short) and the Zuari Agro Chemicals Workers' Union (ZACWU, for short). It is stated that due to existence of two Unions, Party II has at all times entered into two separate settlements one with each of the Unions. It is stated that as such ZACWU raised a charter of demands (COD) dated 14-12-95 and ZACEU raised their COD dated 21-1-96. It is stated that the COD raised by ZACEU resulted in a settlement dated 5-11-97. It is stated that Party II refused to negotiate with ZACWU who then approached the Hon'ble High Court pursuant to which Reference No. 81/97 was made to the Industrial Tribunal. It is stated that the Industrial Tribunal extended the benefits envisaged under the settlement dated 5-11-97 in Reference No. 81/97. It is stated that the benefits received by the members of ZACWU flow from the aforesaid award and not the settlement. It is stated that Party II formulated a Productivity Linked Incentive Scheme (PLIS, for short) as an annexure to the settlement dated 15-10-98 without taking in the confidence ZACWU at the time of formulating the PLIS which was made applicable to all the workers including that of ZACWU. It is stated that ZACWU received the benefits from the award and therefore by making applicable PLIS Party II has modified the terms of the Award unilaterally without the consent of ZACWU. It is stated under PLIS all the members of ZACWU were categorized in D Group with a category factor of 0.2 which is the lowest. It is stated that in terms of PLIS the members of ZACWU would receive only 20% of the incentive which is much lesser than the incentive paid to Group A, B and C. It is stated that ZACWU therefore addressed letter to Party II to remove the anomalies and extend the benefit of PLIS to all the workmen uniformly but the request was

not granted and as such ZACWU approached Dy. Labour Commissioner. It is stated the settlement was not arrived at and the dispute was referred to the Tribunal. It is stated that ZACEU and Party II had signed minutes of meeting dated 5-11-97, 6-5-98 and a memorandum of settlement dated 15-10-98 which was incorporated to form part of settlement dated 5-11-97 and that the minutes of meeting were not brought to the notice of either ZACWU or to the Tribunal when the Award dated 1-7-98 was passed. It is stated that the members of ZACWU have been discriminated in the relevant PLIS on account of restrictive trade practices adopted ZACEU. Party I has therefore prayed to grant the reliefs envisaged under the PLIS to all the workmen including the members of ZACWU at the uniform rate to all the categories of workmen from A to D categories as categorized in the PLIS. Party I has also prayed to grant the benefits and the incentives paid to the employees of category A as mentioned in the PLIS.

4. In the written statement, Party II is denied the case of Party I and has stated that the demand which is the subject matter of reference was raised during operative period of settlements dated 5-11-97 and 15-10-98 and that the same was raised during the operative period of Award dated 13-10-97. It is stated that at the time of raising COD dated 22-1-96 by ZACWU and dated 14-12-95 by ZACEU, ZACEU demanded that it should be declared as majority union and a sole bargaining agent for all employees of the company. It is stated that upon advise from the Government, Party II was informed by the Labour Commissioner that it may initiate negotiation with ZACEU who had more numerical strength. It is stated that in accordance with the guidelines of Government, negotiations were commenced with ZACEU and a settlement dated 5-11-98 u/s 2 (p) of the Act was arrived at. It is stated that this settlement was in respect of COD of the said union who had raised the demand covering all the employees employed in the establishment of the company, irrespective of the nature of the work. It is stated that all the members of both the unions accepted the settlement after giving individual undertakings and received all the benefits under the settlements. It is stated that the COD raised by ZACWU ended in failure in conciliation and as such the dispute was referred for adjudication and finally the reference was disposed off by an award in terms of the settlement dated 5-11-97. It is stated that the settlement dated 5-11-97 u/s 2(p) r/w. sec.18(1) of the Act, in terms of clause 31.1 was applicable to all the workmen of the company

at its establishment at Goa and even this settlement which was signed with the majority union, had all the implications arising thereto of a settlement being fair and reasonable and binding on all the workmen. It is stated that therefore COD of ZACWU being in the matter of a subject covered by the settlement dated 5-11-97, did not survive. It is stated that Party II also did not object to the passing of an Award in terms of the settlement. It is stated that in the meanwhile the strength of ZACWU stood substantially reduced and ultimately upon intimation to The Registrar of Trade Union, by order dated 6-8-04, the registration of ZACWU was cancelled. Thus, ZACWU lost the status of a registered union effective from 6-8-04. It is stated that ZACEU had raised a dispute on the issue of signing identical settlement with ZACWU and challenged in the High Court the settlement dated 22-6-94 signed with ZACWU, a minority union. It is stated that this petition was dismissed and in challenge before the Apex Court it was observed that both the settlements should be read together and treated as composite settlement resolving the dispute raised in the CODs submitted by both unions. It is stated that vide clause 27.4 (iii) of settlement dated 5-11-97 the management had agreed to re-examine the existing Additional Performance Award Scheme and evolve an integrated scheme with necessary modifications in order to put greater emphasis on operational efficiency and productivity. It is stated that the signatory union to the settlement had agreed to abide by the system which the management may evolve to monitor implementation of this scheme which would form the basis for payment as per the scheme. It is stated that discussions were held and by minutes dated 6-5-98 the signatory union, to the settlement and the workmen agreed to implement the work practices as per annexure attached to the minutes dated 5-11-97. It is stated that by these minutes the management had agreed that the payment to be made under the scheme to be evolved under para 27.4 (iii) of the settlement dated 5-11-97 would be effective from 6-5-98. It is stated that thereafter in consultation with National Productivity Council, a scheme was evolved to put greater emphasis on productivity and the management and signatory union thereafter incorporated the understanding in a settlement dated 15-10-98. As per this settlement the scheme thus evolved would constitute a part of the settlement dated 5-11-97 and was made effective from 6-5-98 and made applicable to all who have accepted the benefits under the said settlement and agreed to abide by the settlement. It is stated

that vide notice dated 16-10-98 the management informed of the above fact to all the workmen and accordingly a revised scheme known as PLIS was constituted and made effective from 6-5-98. It is stated that this scheme is extended to all the workmen of Party II who have accepted the benefits under settlement dated 5-11-97 and agreed to abide by the terms of the settlement. It is stated that all the members of ZACWU including union officials accepted all the payment under the scheme. All the members of both the union also signed a declaration thereby accepting the contents of the settlement dated 5-11-97. It is stated that the settlement dated 15-10-98 is an integrated and inseparable part of the main settlement. It is stated that categorization of employees into groups for the purpose of incentive was not done on the basis of union membership but it was evolved on consideration of the proximity of the production process or to the relative contribution to the manufacture of fertilizers. It is stated that the weightage given to various plants in PLIS is scientific and correct as it has been determined on the basis of the relative contribution of the various production units to the manufacture of various kinds of fertilizers. It is stated that the employees working in the production unit in the factory contribute substantially more to the productivity of the plant than the employees working in support departments or in administrative services. It is stated that ZACWU had already pleaded discrimination earlier and the dispute was a subject matter of arbitration proceedings and the arbitrator in his Award dated 13-10-97 rejected the demand for parity in payment of incentive to all categories. It is therefore the contention of Party II that there is no justification for extension of benefits as demanded.

5. In the rejoinder Party I has denied the case setup by Party II in the written statement and has asserted their case projected in the claim statement.

6. On the basis of averments of the respective parties, issues dated 8-6-2000 at Exb. 5, were framed.

7. In support of their case Party I examined only Shri Roque Glenito Furtado and even Party II examined Mr. Antonio Policarpo Herluion Carvalho and closed their case.

8. Heard Shri R. G. Furtado for Party I and Ld. Advocate Shri G. K. Sardessai for Party II. Shri R. G. Furtado for Party I also filed written submissions which are on record.

9. I have gone through the records of the case and have duly considered the submissions made by both the parties.

10. I am reproducing herewith the issues along with their findings and reasons thereof.

Sr. No.	Issue	Findings
1	Whether the Party I proves that there is discrimination among the workmen in the Productivity Linked Incentive Scheme for giving benefits to the Group "D" category workmen?	Negative.
2	Whether the Party II proves that the Productive Linked Incentive Scheme constitutes a part of settlement dated 5-11-97 and hence binding on Party I ?	Positive.
3	Whether the demand of the Party I for the benefit of the said scheme at equal rate to all the categories of workmen i.e from "A" to "D" is legal and justified?	Negative.
4	Whether the Party I is entitled to any relief?	Negative.
5	What Award?	As per order below.

#### REASONS

11. *Issue No. 1:* In para 9 of the claim statement Party I has pleaded that in PLIS (Exb. 48 A) all the members of ZACWU were categorized in D Group with the category factor 0.2 which is the lowest and therefore according to Party I, Party II has discriminated the members of ZACWU as said members would receive only 20% of the incentive which is much lesser than incentive paid to Group A, B and C. It is also pleaded that the PLIS apparently takes into account only the direct relationship with production which is misconceived. It is also the pleading in the claim statement that classifying marketing and supply and distribution at D category is improper and incorrect. It is further pleaded that the employees in category B as well as the employees classified in category D are seated in the Administrative Building so also the time keeper (of ZACEU) comes in category C as against the time keeper in the Administrative Building (of ZACWU) who is in category D. It is therefore pleaded by Party I that

this is unreasonable as the job of a time keeper and his contribution to production would be same irrespective of office location of work.

12. It may be mentioned that in the pleadings in the claim statement, Party I has no where specified the exact nature of work done by the employees classified in above different categories. Nonetheless, in his affidavit in evidence Shri R. G. Furtado has stated in details the nature of jobs done by the employees in the categories "A" to "D" and this is precisely to compare the persons categorized in Group D with the persons categorized in Groups A to C, in order to make out a case of discrimination. It is therefore clear that Party I has not pleaded in the claim statement about the type of discrimination done workwise, by Party II while implementing PLIS, as stated in the affidavit by Shri R. G. Furtado. It has been rightly submitted by Ld. Advocate for Party II that the ground of 'Discrimination' like the ground of 'Fraud' should be pleaded in details in the pleadings itself and this is because it being a serious charge, opposite party should get a chance to meet the case pleaded against it. Having failed to plead in details about the nature of discrimination caused by Party II while formulating PLIS Scheme, the case projected by Shri R. G. Furtado in his affidavit in evidence cannot be accepted.

13. Be that as it may, looking at the matter in yet another angle, perusal of cross examination of Shri R. G. Furtado reveals that workers in Group A category work in Production, Maintenance, Raw material handling, Product handling, utility, Maintenance work shop in laboratory in the factory; workers in category B work in Inspection, Projects and Technical Services (Civil overseas and Draftsmen); workers in category C work in Stores, Tool Room, Excise, Railway Siding, Traffic, Health Centre, Stock Verification, Time Keeping in factory, Transport and Estate and Workers in Category D work in Personnel and Administration, Finance, EDP, Purchase, Marketing, Supply and Sales Distribution, Sales and Regional Offices, ADL, Liason Officers, GMM Office, GMPT Offices, DGMM Office and Library.

14. Cross examination of this witness also reveals that according to him the Technicians are at the control panel monitoring the process, temperature etc. He does not seem to know whether this monitoring is critical for maintaining quantity and quality of production so also whether the technicians are not only on control panels but also work on various other machines. He is also

not personally aware if the technicians attend to the break down of various machines and do repair job though according to him in the minutes of meeting dated 15-11-97 along with the lists of operational efficiency/requirement, the technicians are required to attend to the break down of various machines and do repair job. He has further stated that he is not aware whether process technicians are required to take periodic rounds in shifts at least four to five times and they check running of water, clean reformer/burners, open/close process valves, arrest leakages and dechoke screens/chutes, do processing of high speed pumps, attend to operation of conveyor belts, clean screw conveyors and cyclones in the prilling tower, attend to fire and leakages etc. He also does not know whether maintenance technician attend to motors in the field and in the workshop, attend to repairs of compressors, turbines, pumps, low speed rotating machines, induce draft fence, attend to high pressure and low welding of pipes, high sheet metal fabrication, control panel instruments, cable network and transformers. He also does not know whether the technician has to open and close the valves in the field and the other pump in line to avoid trip of the plant. It is therefore clear from the nature of above evidence brought on record in the cross examination that this witness that he is not much conversant with the nature of duties performed by technicians who are apparently in category B.

15. It is further clear from the cross examination of Shri R. G. Furtado that he is not aware if the draftsmen are required to take dimensions of various equipments in the field though he has voluntarily stated that most of the time they are sitting in the Administrative building doing desk job. He also seems not to know if the draftsmen take measurements of machinery and equipments at various sites. He also does not know if the job of a draftsmen includes taking dimensions of parts and equipments at sites. He has also stated in his cross examination that he is not aware whether water analysis is personally done by laboratory technicians. It is therefore clear that this witness is not aware about the exact nature of duties of the draftsmen, who are placed in category B.

16. In his cross examination Shri R. G. Furtado has stated that he is not aware if the time keeper at the factory gate works in rotating shifts or whether they work in night shifts and has admitted that the time keeper in the administrative building work only in General Shift. It is therefore clear from the above that this

witness is not much conversant with the nature of duties performed by time keeper who are placed in category C.

17. Contrary to the above statements made by Shri R. G. Furtado in his cross examination, the witness of Party II namely, Shri Antonio P. H. Carvalho has stated in details in paras 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 about the nature of jobs done by the persons categorized in groups A to D and these statements made in aforesaid paras are not denied in his cross examination. It is therefore clear from the nature of above evidence that the nature of jobs done by the persons categorized in different categories i.e. from category A to category D are totally different. It may be mentioned that the nature of work done by the persons categorized in different categories is the determining factor for making out a case of discrimination and hence, in my view, Party I has failed to make out such a case on the said basis. Thus, on this count it would not stand to reason to say that there has been discrimination made by Party II while formulating PLIS.

18. It is worthwhile mentioning that, the burden to show the discrimination made by Party II is on Party I which Party I has failed and on the contrary evidence brought on record by Party II through the cross examination of Shri R. G. Furtado as well as through their witness Shri Antonio P. H. Carvalho makes it clear beyond doubt that the case of discrimination projected by Party I has not been established.

19. It is the contention of Shri R. G. Furtado that the production of the items of Party II is dependent on the functioning of all units and it cannot be said that any unit or department contributes more towards the production. He has stated that therefore classifying marketing and supply and distributions at "D" category is improper and incorrect. He relied on the judgment in the case of **Western India Match Company v/s Their Workmen 1964 AIR 472**, in which it is observed as under:

.... A more difficult question is whether the sales office and the factory form part of one and the same unit of industrial production or are independent of each other. It will be useful to clear the ground first of the confused notion which is expressed in para 8 of the Company's written statement that the employees of the Sales office have nothing to do with "Production". It does not require an economist to tell us that just as the man who tills the soil,

*and grows the crop is engaged in producing wealth for the community, so also is the person who reaps the harvest, the person who transports it from the field to a place of storage and the people who are engaged in completing the process by bringing it to the ultimate consumer. It is equally trite that just as a man who makes an article, be it bricks or steel or boxes or something else by using different materials in such a way as to make them more suitable to satisfy people's wants is engaged in productive labour, so also is the person or persons who help in the ultimate achievement of satisfaction of those wants by bringing them to the consumer's reach. Therefore, it would be unreasonable to say that though those who make the matches are "producing" but those who sell them are not. Once, this misapprehension is cleared we are face to face with the centre of the problem. The principles to be followed in deciding these problems have so often been considered by this Court and the tests that can be applied to assist their solution have so frequently been laid down that further detailed discussion is un-necessary. It is enough to mention that among the many tests that have been evolved, functional integrality, inter-dependence or community of financial control; and management; community of manpower and of its control, recruitment and discipline, the manner in which the employer has organized the different activities, whether he has treated them as independent of one another or as interconnected and inter-dependent, enjoy pride of place. In the first place, functional integrality is writ large on the activities under consideration. The sales office cannot exist without the factory while it is true that the sales office does from time to time handle the production of a sister concern of the company, the Assam Company, by far the largest portion of its activities is devoted to the marketing of what is made at the Bareilly factory and to a certain extent of the products of the Western India Match Company. It is equally clear that the factory itself cannot conveniently function without a sales organization. The inter-dependence of the two activities the manufacture of matches in the factory and their sale by the sales office is further emphasized by the fact that the factory arranges its volume of production in accordance with the programmes made from time to time by the sales manager.*

20. In the light of above observations Shri Furtado therefore contended that where an

incentive scheme is in force for a majority of workmen the industrial adjudication can decide if the scheme can be extended to all workmen.

21. I have gone through the above referred judgment and have noticed that in the said case the company had withdrawn the applicability of Production Bonus Scheme to the sales office whereupon the sales office consisting of clerical staff as also salesmen and inspectors of salesmen made a claim to Production Bonus pointing out that there should be no discrimination between the employees in the same company. Thus, the observations above were made in such a context. Unlike in the above case, in the instant case, PLIS Scheme is made applicable to all the workmen though its application has been made by categorizing the workmen in different categories. Thus, for this reason, the ratio in the above judgment is not applicable to the case in hand.

22. At any rate, since discussion above makes it clear that Party I has failed to prove this issue, the same is answered in the negative.

23. *Issue No. 2:* There is otherwise no dispute that PLIS has been formulated on the basis of settlement dated 5-11-97, which was u/s 2(p) r/w 18 (1) of I. D. Act. There is also no dispute that COD raised by ZACEU culminated into the settlement dated 5-11-07 and the one raised by ZACWU which formed reference No. 81/97 culminated into an Award dated 1-7-98 (Exb.42 colly) which was passed by extending benefits envisaged under settlement dated 5-11-97. Though Shri R. G. Furtado by relying on the judgment in the case of **Brooke Bond India Ltd. v/s The workmen 1981-II-L.L.J-184**, submitted that settlement u/s 2(p) r/w 18(1) of the Act is binding only on the parties to it and therefore ZACWU is not bound by it but by Award dated 1-7-98 (Exb.42 colly), it cannot be lost sight of the fact that Award dated 1-7-98 (Exb.42 colly) in its para 3 states that the ZACWU have accepted the terms of settlement dated 5-11-97. Even for that matter, admittedly ZACEU is a majority union whereas ZACWU is a minority union. Therefore in the light of the fact that this settlement had all the implications arising thereto of a settlement being fair and reasonable, it is binding on all the workmen and this is because what is good for the majority is good for the minority. Being so, the observations in the judgment in the case of **Brooke Bond (Supra)** cannot be made applicable to the instant case in the peculiar situation pointed out above.

24. In the above context, Ld. advocate for Party II referred to the judgment in the case of **Tata Press, Ltd. v/s Tata Press Employees' Union and others 1994-II L.L.N. 959**, the observations in which indicate that only a few employees cannot dictate the terms when all the remaining employees have signed the settlement. In this case, minority union had no desire to accept the settlement entered into with the majority union but was keen to secure the benefits there under. This being the case, ZACWU is bound by the settlement dated 5-11-97 and it cannot be heard to claim that the benefits received by the workers of ZACWU flow from the Award dated 1-7-98 and not from the settlement dated 5-11-97.

25. Reliance is also placed on the judgment in the case of **Herbertsons Ltd. v/s The Workmen of Herbertsons Ltd. 1977 LAB I.C. 162** and in the case of **Tata Engineering and Locomotive Co. Ltd v/s Workmen vol. 13 (S.C.) LJ 623**, the observations in which indicate that after the settlement has been arrived at by a vast majority of the concerned workers with their eyes open and was also accepted in its totality it must be presumed to be just and proper and not liable to be ignored while deciding the reference merely because a small number of workers were not parties to it or refused to accept it.

26. In the instant case ZACEU, a majority union, has entered into settlement dated 5-11-97 and ZACWU, a minority union has not made allegations of malafides, fraud or other inducements against ZACEU and Party II, while entering into the said settlement. Thus, even for this reason the said settlement is binding on ZACWU.

27. Be that as it may, as argued by Ld. advocate for Party II, a careful reading of the schedule to the reference makes it clear that the existence of settlement dated 5-11-97 as well as PLIS is admitted. As per this schedule, what the court is required to adjudicate is only if Party II has made any discrimination among workmen in the said PLIS for the purpose of giving benefits to the workmen categorized in category D as mentioned in Clause (2) of the annexure to the settlement dated 15-10-98. That apart, reading of the pleadings in the claim statement in entirety also make it clear that Party I in paras 9, 10, 11 and 12 of the claim statement has tried to make out a case of discrimination and in amended para 19(a) has further tried to make out a case that ZACEU and Party I signed minutes of meeting dated

5-11-97 (Exb. 71) and settlement dated 15-10-98 (Exb. 48 colly) which were incorporated to form part of settlement dated 5-11-97 and the same were not brought to the notice of ZACWU and of the Tribunal while passing Award dated 1-7-98.

28. Nevertheless, from the pleadings in para 15 of the claim statement it becomes clear that Party I seeks extension of benefits of PLIS to all the workmen uniformly by removing anomalies in it. It is further clear from the letter dated 2-11-98 (Exb.55) by ZACWU to Party II that though ZACWU had made grievance of not involving them in the discussions and negotiations while finalizing PLIS but in the end what they have demanded is to extend the benefits of revised scheme in lieu of Additional Performance Award Scheme or PLIS, forthwith at the rates applicable to Group/category "A" to all members of ZACWU, thereby making it clear that they have pushed the issue of Party II not involving them in the discussions and negotiations or of ZACEU as well as Party II signing the minutes of meeting dated 5-11-97 and settlement dated 15-10-98, without their knowledge on the back seat. Even otherwise, Party I has not challenged the so called act of Party II of formulating PLIS and making the same applicable to the members of ZACWU by modifying the terms of the award unilaterally without the consent of Party I. Thus, from the nature of above evidence, it is clear the Party I has otherwise not disputed that PLIS constitutes a part of settlement dated 5-11-97.

29. Even for that matter, in his evidence Shri Antonio P. H. Carvalho has stated that a settlement was signed on 26-6-94 with ZACWU and by clause 1.9 of Annexure-3 of the settlement, ZACWU did not agree to the New Performance Award Scheme. ZACWU agreed to refer the New Performance Award Scheme for Arbitration together with some other allowances. The Arbitrator vide Award published in the Official Gazette dated 1-1-98 held that demand of ZACWU for this Additional Performance Award is not justified. This Award is produced at Exb.72. Perusal of Exb.72 indicates that this scheme was meant for certain categories only, as it was based on additional performance of certain technical categories. It is thus clear that nature of work was the determining factor while extending this scheme to certain category of workers. Therefore, in the instant case also, it is not open to Party I to allege discrimination in PLIS by Party II as the workers are categorized under different categories in PLIS scheme, workwise.

30. Shri Carvalho has also made it clear that by clause 27.4(iii) of settlement dated 5-11-97 with ZACEU, Party II re-examined the existing Additional Performance Award and on 15-10-98, ZACEU arrived at a settlement on the evolved scheme. The above statements made by Shri Carvalho are otherwise not disputed and even otherwise the terms of reference presupposes the existence of statement dated 5-11-97. It is also not disputed that this settlement dated 5-11-97 forms part of Award dated 1-7-98 (Exb.42 colly) and therefore it is clear that even ZACWU had agreed for re-examination of existing Additional Performance Award and evolve a scheme to put greater emphasis on operating efficiency and productivity. Thus, it is apparent that PLIS constitutes a part of settlement dated 5-11-97. Hence my findings.

31. *Issue No. 3:* In view of findings on issue Nos. 1 and 2 above, this issue needs to be answered in the negative. Hence my findings.

32. *Issue No. 4:* In the light of above discussions, Party I is not entitled to any relief.

33. In the result, I pass the following:

#### ORDER

1. It is hereby held that Party II has not made any discrimination among the workmen in the Productive Linked Incentive Scheme for the purpose of giving benefits to the categories of workmen categorized in Group "D" mentioned in clause (2) titled "Coverage" & "Eligibility" of the Annexure to the settlement dated 15-10-1998.
2. It is further hereby held that the demand of Zuari Agro Chemicals Limited Workers Union for the benefits of the said scheme at equal rate to all the categories of workmen i.e. "A" to "D" is not legal and justified.
3. Zuari Agro Chemicals Limited Workers' Union and those workmen included in the category of Group "D" are therefore not entitled to any relief.
4. No order as to costs.

Inform the Government accordingly.

Sd/-

(Bimba K. Thaly)  
Presiding Officer  
Industrial Tribunal-  
cum-Labour Court-I

#### Department of Public Health

##### — Order

No. 4/13/2002-II/PHD/537

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(3)/2014/934 dated 24-03-2015, Government is pleased to promote Dr. Jeevan Vernekar, Associate Professor in Radiology to the post of Professor in Radiology in Goa Medical College, Bambolim on regular basis in the pay scale of PB-4 Rs. 37,400-67,000 + Grade Pay Rs. 8,700/- and other allowances to be fixed as per rules, with immediate effect.

The promotion is made against the vacancy occurred due to retirement of Dr. Mahesh G. Sardessai, Professor w.e.f. 28-02-2014.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).

Porvorim, 22nd April, 2015.

##### — Order

No. 4/16/2002-II/PHD/Vol.I/542

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(2)/2015/941 dated 24-03-2015, Government is pleased to promote Dr. Uddhav Mahadev Pawar, Lecturer to the post of Assistant Professor in Department of Obstetrics & Gynaecology in Goa Medical College, Bambolim on regular basis in the Pay Band-3 Rs. 15,600-39,100 + Grade Pay Rs. 6,600/- and other allowances to be fixed as per rules, with immediate effect.

The promotion is made against the vacancy occurred due to promotion of Dr. (Mrs.) Pia Muriel Cardoso to the post of Associate Professor in Obstetrics & Gynaecology vide Order No. 4/16/2002-II/PHD/Vol. I dated 15-12-2014.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).

Porvorim, 22nd April, 2015.

##### — Order

No. 4/19/2002-II/PHD/Part 1/543

On the recommendation of the Goa Public Service Commission as conveyed vide their letter

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 8

21ST MAY, 2015

No. COM/II/11/30(1)/93/936 dated 24-03-2015, Government is pleased to promote Dr. Viraj Nagoji Naik Namshikar, Lecturer to the post of Assistant Professor in Department of Anaesthesiology in Goa Medical College, Bambolim on regular basis in the Pay Band-3 Rs. 15,600-39,100 + Grade Pay Rs. 6,600/- and other allowances to be fixed as per rules, with immediate effect.

The promotion is made against the vacancy occurred due to promotion of Dr. Borkar Sharmila G. to the post of Associate Professor in Anaesthesiology vide Order No. 4/19/2002-II/PHD/Part 1 dated 22-04-2015.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).

Porvorim, 22nd April, 2015.

—  
**order**

No. 4/19/2002-II/PHD/Part 1/544

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(3)/93/943 dated 24-03-2015, Government is pleased to promote Dr. Borkar Sharmila G., Assistant Professor to the post of Associate Professor in Department of Anaesthesiology in Goa Medical College, Bambolim on regular basis in the Pay Band-3 Rs. 15,600-39,100 + Grade Pay Rs. 6600/- and other allowances to be fixed as per rules, with immediate effect.

The promotion is made against the vacancy occurred due to promotion of Dr. (Mrs.) Shaila Kamat to the post of Professor in Anaesthesiology vide Order No. 4/19/2002-II/PHD dated 23-10-2014.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).

Porvorim, 22nd April, 2015.

—  
**order**

No. 4/1/2003-II/PHD/PFII/552

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(1)/2015/938 dated 24-03-2015, Government is pleased to promote Dr. Siddhesh Prakash Prabhu, Assistant Lecturer to the post of Lecturer in Department of Anatomy in Goa Medical College, Bambolim on regular basis in the Pay

Band-3 Rs. 15,600-39,100 + Grade Pay Rs. 6,600/- and other allowances to be fixed as per rules, with immediate effect.

The promotion is made against the vacancy occurred due to promotion of Dr. Nilam Madhale to the post of Assistant Professor in Anatomy vide Order No. 4/1/2003-II/PHD/P.F. II dated 16-12-2014.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).

Porvorim, 23rd April, 2015.

—  
**Order**

No. 6/9/2002-III/PHD(Part)/558

Read: Order No. 6/9/2002-III/PHD(Part) dated 30-06-2014.

Government is pleased to extend the ad hoc promotion of Dr. Maria Yvonne D'Silva Pereira, Professor in Psychiatry, Institute of Psychiatry & Human Behaviour, Bambolim-Goa for a further period of one year with effect from 10-05-2015 to 09-05-2016 or till the post is filled on regular basis, whichever is earlier.

This issues with the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/35(1)/2015/15 dated 06-04-2015.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).

Porvorim, 24th April, 2015.

—  
**Order**

No. 4/3/2007-II/PHD/559

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(1)/08/939 dated 24-03-2015, Government is pleased to promote Shri Michael Almeida, Medico Social Worker to the post of Health Educator (Group 'B', Gazetted) in the Department of Preventive and Social Medicine in Goa Medical College, Bambolim on regular basis, in the Pay Band-2 Rs. 9,300-34,800 with Grade Pay of Rs. 4,600/- and other allowances to be fixed as per rules, with immediate effect.

Shri Michael Almeida shall be on probation for a period of 02 years.

The promotion is made against the vacancy occurred due to retirement on superannuation of

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 8

21ST MAY, 2015

Smt. Mandakini Bansode, Health Educator w.e.f. 01-04-2014.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).

Porvorim, 24th April, 2015.

**Order**

No. 4/18/2002-II/PHD/Vol I/561

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(6)/2014/944 dated 24-03-2015, Government is pleased to promote Dr. Quadros Susana Rasquinha, Assistant Lecturer to the post of Lecturer in Department of Physiology in Goa Medical College, Bambolim on regular basis in the PB-3 Rs. 15,600-39,100+ Grade Pay Rs. 6,600/- and other allowances to be fixed as per rules, with immediate effect.

The promotion is made against the vacancy occurred due to resignation tendered by Dr. Nandita Pereira, Lecturer in Physiology vide Order No. 2/3/2002-II/PHD dated 23-09-2014.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).

Porvorim, 24th April, 2015.

**Order**

No. 4/14/2003-II/PHD/Part 2/589

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/30(3)/2015/967 dated 07-04-2015, Government is pleased to declare Shri Shivkumar Bala Dessai, Medical Record Officer in Goa Medical College, to have satisfactorily completed his probation period of two years w.e.f. 05-07-2011 to 04-07-2013 and to confirm him in the post of Medical Record Officer in Goa Medical College, Bambolim, with immediate effect.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).

Porvorim, 29th April, 2015.

**Order**

No. 4/10/2002-II/PHD/Vol.I/590

Read: Memorandum No. 4/10/2002-II/PHD/Vol.I dated 21-04-2015.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/30(2)/2015/965 dated 07-04-2015, Government is pleased to appoint Dr. Nikhil Narayan Bhandare to the post of Lecturer in the Department of Orthopaedic Surgery in Goa Medical College & Hospital, Bambolim-Goa on temporary basis in the PB-3 Rs. 15,600-39,100+ Grade Pay of Rs. 6,600/- with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Dr. Nikhil Narayan Bhandare shall be on probation for a period of two years.

Dr. Nikhil Narayan Bhandare has been declared medically fit by the Medical Board.

The appointment is made subject to the verification of his character and antecedents. In the event of any adverse remarks noticed by the Government on verification of his character and antecedents, his services shall be terminated.

The appointment is made against the vacancy occurred due to promotion of Dr. Rohit R. Chodankar, Lecturer to the post of Assistant Professor in Orthopaedic Surgery vide Order No. 4/10/2002-II/PHD/Vol. I dated 31-12-2014.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).

Porvorim, 30th April, 2015.

**Order**

No. 4/14/2003-II/PHD/Part 4/591

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/12/30(2)/2015/966 dated 07-04-2015, the Government is pleased to declare satisfactorily completion of probation period as well as confirmation of the following Officers in the Department of Paediatric Surgery in Goa Medical College in the posts shown against their names with immediate effect, as under:-

Sr. No.	Name of officers	Date of probation period completed	Post to which probation period completed and confirmed
1.	Dr. Medha Ramakant Kerkar	02-07-2012 to 01-07-2014	Assistant Lecturer
2.	Dr. Abhijit Bhoj Naik	09-06-2012 to 08-06-2014	Assistant Lecturer

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).  
Porvorim, 29th April, 2015.

**order**

No. 4/14/2003-II/PHD/Vol.XVI/592

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/12/30(2)/2010/942 dated 24-03-2015, the Government is pleased to declare satisfactorily completion of probation period as well as confirmation of the following Officers in the Department of Pathology in Goa Medical College in the posts shown against their names with immediate effect, as under:-

Sr. No.	Name of officers	Date of probation period completed	Post to which probation period completed and confirmed
1.	Dr. Dipali Utkarsh Jalmi	21-02-2008 to 20-02-2010	Assistant Lecturer
2.	Dr. Aparna Amogh Naik Namshiker	20-10-2011 to 19-10-2013	Assistant Lecturer

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).  
Porvorim, 29th April, 2015.

**order**

No. 13/1/99-IV/PHD/606

The notice of voluntary retirement tendered by Shri Victor Vaz, Assistant Engineer (Mechanical), Goa Dental College and Hospital, Bambolim vide his letter dated 02-02-2015 is hereby accepted by the Government with effect from 02-05-2015 (b. n.) in terms of Rule 48-A of Central Civil Service (Pension) Rules, 1972, subject to settlement of following outstanding dues against him:- Motor Car/Scooter Advance (Principal): Nil, Interest: Rs. 3469/-.

Shri Victor Vaz, Assistant Engineer (Mechanical), Goa Dental College and Hospital, Bambolim stands relieved from Government service with effect from 02-05-2015 (b. n.).

By order and in the name of the Governor of Goa.

*Maria Seomara De Souza*, Under Secretary (Health).

Porvorim, 5th May, 2015.

**Order**

No. 4/18/2002-II/PHD/Vol. 2/638

Government is pleased to promote Dr. Sandeep Sardessai, Associate Professor in Physiology to the post of Professor in Physiology on ad hoc basis in Goa Medical College, Bambolim for a period of one year or till the post is filled on regular basis, whichever is earlier in the pay scale of Pay Band-4 Rs. 37,400-67,000 with Grade Pay of Rs. 8,700/- and other allowances admissible as per rules.

The above ad hoc appointment shall not bestow on him any claim for regular appointment or the service rendered by him on ad hoc basis in the grade shall not be counted for the purpose of seniority in the grade or for eligibility for promotion to the next higher grade, if any.

By order and in the name of the Governor of Goa.

*Maria Seomara De Souza*, Under Secretary (Health).

Porvorim, 12th May, 2015.

**Department of Tribal Welfare**

Directorate of Tribal Welfare

**Order**

No. 13/3/2009/TWD (Part)/73

Government is pleased to constitute a Committee to frame the draft Rules to Goa Commission for SC/ST Act, 2010 comprising the following members:

1. Director (Tribal Welfare).
2. Addl. Secretary (Finance).
3. Addl. Secretary (Personnel).
4. Shri Yetindra Maralkar, Member for SC Community.
5. Adv. Babusso Gaonakar, Co-opted as Special invitee for ST community.
6. Adv. Guru Shirodkar, Co-opted Special invitee for ST community.

The Committee shall frame the draft Rules and submit to the Directorate of Tribal Welfare for further necessary action. This order is in supersession of earlier order dated 26-08-2011.

This issues with the approval of the Government.

By order and in the name of the Governor of Goa.

*Sandhya Kamat*, Director & ex officio Jt. Secretary (Tribal Welfare).

Panaji, 18th May, 2015.

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 8

21ST MAY, 2015

**Notification**

No. DTW/STAT/SD/25/2014-15/1451

Government of Goa is pleased to nominate 2 members, Director of Education & Shri C. D. Gaude, ex Managing Director, SC/ST Corporation to the Selection Committee to select Scheduled Tribe Professionals for their outstanding achievements in the field of Education is hereby published for general information of public, which shall come into force from the date of notification.

By order and in the name of the Governor of Goa.

*Sandhya Kamat*, Director (Tribal Welfare).

Panaji, 11th May, 2015.

—  
**Addendum**

No. 1/15/2010-11/ADMN/DTW/931

- Read: 1. Notification No. 1/15/2010-11/ADMN/ /TW/892 dated 31-05-2011.  
2. Corrigendum No.1/15/2010-11/ADMN/ /TW/1297 dated 30-6-2011.  
3. Corrigendum No.1/15/2010-11/ADMN/ /TW/1629 dated 24-7-2013.  
4. Notification No. 1/15/2010-11/ADMN/ /TW/893 dated 31-05-2011.  
5. Corrigendum No.1/15/2010-11/ADMN/ /TW/1298 dated 30-6-2011.  
6. Corrigendum No.1/15/2010-11/ADMN/ /TW/1632 dated 24-7-2013.  
7. Notification No. 1/15/2010-11/ADMN/ /TW/896 dated 31-05-2011.  
8. Corrigendum No.1/15/2010-11/ADMN/ /TW/1290 dated 30-6-2011.  
9. Corrigendum No.1/15/2010-11/ADMN/ /TW/1634 dated 24-7-2013.  
10. Notification No. 1/15/2010-11/ADMN/TW/ /897 dated 31-05-2011.  
11. Corrigendum No.1/15/2010-11/ADMN/ /TW/1293 dated 30-06-2011.  
12. Corrigendum No.1/15/2010-11/ADMN/ /TW/1637 dated 24-7-2013.  
13. Notification No. 1/15/2010-11/ADMN/TW/ /5247 dated 25-1-2013.  
14. Notification No. 1/15/2010-11/ADMN/ /TW/894 dated 31-05-2011.  
15. Corrigendum No.1/15/2010-11/ADMN/ /TW/1291 dated 30-6-2011.  
16. Corrigendum No.1/15/2010-11/ADMN/ /DTW/1633 dated 24-7-2013.  
17. Notification No. 1/15/2010-11/ADMN/

[www.goaprintingpress.gov.in](http://www.goaprintingpress.gov.in)

- /TW/895 dated 31-05-2011.  
18. Corrigendum No.1/15/2010-11/ADMN/ /TW/1292 dated 30-6-2011.  
19. Corrigendum No.1/15/2010-11/ADMN/ /DTW/1636 dated 24-7-2013.  
20. Notification No. 1/15/2010-11/ADMN/ /TW/898 dated 31-05-2011.  
21. Corrigendum No.1/15/2010-11/ADMN/ /TW/1294 dated 30-6-2011.  
22. Corrigendum No.1/15/2010-11/ADMN/ /DTW/1635 dated 24-7-2013.

The Government is pleased to amend all the "Sub-Divisional Level Committee" in the State of Goa which shall come into force with effect from the date of publication in the Official Gazette.

The line may be added at Sr. No. 2 as concerned Assistant Conservator of Forest wild life/concerned Assistant Conservator of Forest having territorial jurisdiction.

The other content of the notification remain unchanged.

This notification is issued with the approval of the Government.

By order and in the name of the Governor of Goa.

*Sandhya Kamat*, Director & ex officio Jt. Secretary (Tribal Welfare).

Panaji, 27th April, 2015.

—  
**Corrigendum**

No. 1-15-2010-11/ADMN/DTW/932

- Read: 1. Notification No. 1/15/2010-11/ADMN/ /TW/898 dated 31-05-2011.  
2. Corrigendum No.1/15/2010-11/ADMN/ /TW/1294 dated 30-6-2011.  
3. Corrigendum No.1/15/2010-11/ADMN/ /DTW/1635 dated 24-7-2013.

The name of the Member Secretary in the above referred Notification at Sr. No. 6 may be read as "Concerned Block Development Officer".

The other content of the Notification remains unchanged.

By order and in the name of the Governor of Goa.

*Sandhya Kamat*, Director & ex officio, Jt. Secretary (Tribal Welfare).

Panaji, 27th April, 2015.

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